

**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION**

Jacobs Engineering Group Inc. (Jacobs) will provide this scope of professional services for Collin County (Client), Texas.

This Exhibit A is a part of the Agreement between the parties and is incorporated by reference therein. The basis of compensation for Jacobs providing the services as described herein is defined in Appendix 1 to this Exhibit and is incorporated by reference.

**A. SCOPE OF SERVICES**

**I. COLLIN COUNTY'S PHASE II STORM WATER MANAGEMENT PROGRAM (SWMP)  
YEAR 4 SUPPORT SERVICES**

**A. COUNTY STORM WATER STAKEHOLDERS GROUP MEETING**

**Task 1301 - County Storm Water Stakeholders Group Meeting**

Jacobs will facilitate and conduct one (1) meeting of the County Storm Water Stakeholders Group. The Meeting will be held in Year 5 of the Client's permit to review the Year 4 progress with stakeholders and review the Year 4 annual report prior to submission to Texas Commission on Environmental Quality (TCEQ). Jacobs will prepare the Stakeholder invitation letters for the Client to distribute, prepare a PowerPoint presentation and Stakeholder handouts for the meeting. Jacobs will also make arrangements and provide lunch for the Stakeholders meeting.

The Client will provide the meeting place and mail the invitation letters to Stakeholders.

Deliverables: Invitation Letter, PowerPoint Presentation, Attendance Sheets and Meeting Minutes.

**B. YEAR 4 ANNUAL REPORT TO TCEQ**

Jacobs will assist the Client in assembling the performance data and compile the annual report for Year 4 of the Phase II SWMP. The Annual Report will contain a number of elements including:

- Status and documentation of compliance with the Best Management Practice (BMP) implementation and measurable goals,
- Status of any additional control measures implemented by the permittee,
- A summary of the results of the information collected and analyzed,
- A summary of activities planned for the next reporting cycle,
- Proposed changes to the storm water management program,
- Number of County construction activities and total number of acres disturbed,
- Number of construction activities that occurred within the County's jurisdiction.

The Year 4 Annual Report will be prepared and finalized by November 11, 2011 for the Client to submit to the TCEQ.

**Task 1401 - Meeting with Client Staff**

Jacobs will attend two (2) meetings with the Client's staff during preparation of the Year 4 annual report to coordinate the transfer of data and information for the report.

**Task 1402- Draft Annual Report Preparation**

Jacobs will prepare a draft of the annual report for the Client and Stakeholders to review prior to submission to TCEQ. Jacobs will scan all supporting documentation provided by the Client into digital format for the annual report. Lengthy documentation will be abbreviated or summarized for inclusion in the annual report (as appropriate).

**Task 1403 - Final Annual Report to TCEQ**

Jacobs will incorporate comments received from the Client and the Stakeholders into the Final Annual Report and format the report for submission to TCEQ. The Annual report will be provided in digital (pdf) and hardcopy formats. Five (5) copies of the final report will be supplied to the Client. Two (2) copies will be provided for submission to TCEQ and three (3) copies for the Client.

**Task 1404 - Notice of Change and Revised SWMP Pages**

Jacobs will prepare a Notice of Change for the Client to submit to TCEQ to reflect any deviations from the proposed schedule of implementation for the BMPs (if necessary). Revised SWMP BMP pages will also be prepared to update the Client's SWMP binders.

Deliverable: Meeting minutes, Draft and Final Year 4 Annual Reports in both hardcopy (5 copies) and digital formats, Notice of Change forms, and Updated SWMP BMP pages.

C. ANNUAL WATER QUALITY PERMITTING FEE SUBMITTAL

**Task 1501 - Annual Water Quality Permitting Fee Submittal**

Jacobs will prepare the Annual Water Quality Permit Fee submittal and \$100 check made payable to TCEQ for the Client's Municipal Separate Storm Sewer System (MS4) permit (TXR040035). Jacobs will ship appropriate forms and check via overnight FedEx service. The Client will forward the TCEQ invoice to Jacobs upon receipt for processing.

Deliverable: Electronic copies of check and permit fee submittals and tracking information from FedEx.

**B. ADDITIONAL SERVICES**

From time to time, the Client may require additional services to those described in Section A above. Jacobs will provide these services and be compensated, additional to the total contract amount shown in Appendix 1, Section A including all modifications by mutual agreed change orders, in accordance with the terms described in Appendix 1, Section B.

**I. ADDITIONAL SERVICES EXAMPLES**

Additional Services may consist of, but not be limited to, the following items:

- A. Legal and accounting services for the project not specifically described above
- B. Additional project meetings not specifically described above
- C. Cost of filing, permitting or reviewing fees not specifically described above
- D. Technical support for negotiation issues
- E. Testimony as an expert witness in any litigation
- F. Public notice / public meetings not specifically described above
- G. Other services not specifically enumerated above

**C. GENERAL CONDITIONS**

This Exhibit A is based on the following general conditions.

**I. GENERAL CONDITIONS LISTING**

- A. The Client will provide suitable meeting rooms for project meetings including the Stakeholder Committee meeting and meetings with Client staff.
- B. The Client will provide performance data and documentation regarding BMP implementation in a timely manner.
- C. The Client will forward the Water Quality Permit Fee invoice to Jacobs upon receipt and a minimum of 2 weeks prior to the invoice due date.

**D. JACOBS' CONTACT FOR ALL CORRESPONDENCE**

Please direct all correspondence to: Joan Flowers  
 Project Manager  
 Jacobs Engineering Group Inc.  
 777 Main Street  
 Fort Worth, Texas 76102  
 (817) 735-6068 (office)  
 (817) 897-1121 (cell)

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**APPENDIX 1**  
**BASIS OF COMPENSATION**

This Appendix 1 to Exhibit A defines the basis of compensation to Jacobs for providing the Scope of Services in Exhibit A and is incorporated by reference therein.

**A. COMPENSATION SCHEDULE**

For the engineering services described in Exhibit A for the Year Four Support Services, the Client agrees to compensate Jacobs a total lump sum fee in the amount of **TWENTY TWO THOUSAND SIX HUNDRED SEVENTY ONE DOLLARS AND ZERO CENTS (\$22,671.00)** for the Basic Services. Payment terms will be as described below.

**I. ENGINEERING SERVICES**

A.	County Stakeholder Group Meeting	\$ 6,513.00
B.	Year 4 Annual Report to TCEQ	\$14,438.00
C.	Annual Water Quality Permit Fee/Form Submittal	\$ 175.00

***Sub-Total Professional Services* ..... \$21,126.00**  
*Expenses* ..... \$ 1,545.00

**TOTAL CONTRACT AMOUNT ..... \$22,671.00**

Payment of fees for Year 4 Support Services shall be monthly according to the percent of completed work by task. Cumulatively, the monthly invoices shall not exceed the fixed fee stated above unless changes in the scope of work are authorized. Payment of fees for the Additional Services shall be monthly according to the detailed invoices for those employees working on the project and reimbursable expenses. Payments shall be past due 30 days following the date of invoice.

**II. REIMBURSABLE EXPENSES**

In performance of the Scope of Services described in Exhibit A, the following types of expenses are contemplated in the Total Contract Amount shown above. These are considered reimbursable expenses and Jacobs will be compensated for providing same in accordance with the following.

- A. Reimbursable Expenses include the following items:
1. Out-of-pocket expenses related to courier expenses and reprographics shall be reimbursed at cost plus ten percent.
  2. Cost for employee travel, meals and mileage incurred by employees related to the performance of the Work in accordance with Jacobs' standard policies. Compensation for mileage will be at the standard IRS rate at the time incurred.

3. Cost of permits or fees required by regulatory agencies or departments obtained on behalf of the Client shall be reimbursed at cost. Client will have the option to pay the fees directly.

## **B. ADDITIONAL SERVICES COMPENSATION BASIS**

Jacobs will be compensated for Additional Services provided, and not specifically identified in Exhibit A, on a time and expense basis at Jacobs' standard rates plus non-labor expenses, as defined below.

### **I. GENERAL COMPENSATION**

- A. All labor expended in performance of the work at Jacobs' standard rates.
  1. Jacobs' standard work week is 40 hours.
  2. The rate for compensation to Jacobs for exempt employees working more than the standard work week will be at 1.0 times the standard rate for all hours worked above the 40 hours/week.
  3. The rate for compensation to Jacobs for non-exempt employees working more than the standard work week will be at 1.5 times the standard rate for all hours worked above the 40 hours/week.
- B. Cost for all travel & living, per diem, temporary & long term assignment expenses, etc. incurred by employees related to the performance of the Work in accordance with Jacobs' standard policies. Compensation for mileage will be at the standard IRS rate at the time incurred.
- C. All out-of-pocket expenses for courier services, reprographics, and support materials directly related to the performance of the work, at cost plus ten percent (10%).
- D. Subcontracted services by third parties directly related to the performance of the work, at cost plus ten percent (10%).
- E. Technical or professional services furnished by third parties and their reimbursable expenses and other non-labor expenses incurred in performance of the work, at cost plus ten percent (10%).
- F. All permits and fees required by regulatory or jurisdictional agencies obtained for the Work, at cost.
- G. All other expenses incurred in performance of the Work and not identified above, at cost plus ten percent (10%).

**II. STANDARD BILLING RATES (Effective Date: January 1, 2011)**

<u>Category</u>	<u>Bill Rate \$/Hour</u>
Clerical/Admin	\$ 63
Environmental Scientist	\$ 70
Project Engineer	\$ 95
Senior Environmental Scientist/Sr. Engineer	\$ 120
Senior Water Quality Scientist	\$ 120
Project Manager/Project Controls	\$ 170
Senior Project Manager (Principal)	\$ 200

**Notes:** These rates are valid for one year from the date specified as “Effective Date” above and subject to adjustment thereafter.

This Rate Schedule is not an all-inclusive list of categories of personnel employed by Jacobs. Should there be a need to use a category(s) of personnel additional to the categories listed above, they will be discussed with the Client at the time their service requirements are defined and this Rate Schedule amended accordingly.

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